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VOL. XLIII., No. 47.

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 23, 1899.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT IS to be hoped that the close succession of the annual provincial meeting of the Incorporated Law Society to the meeting of the British Association will not give the inhabitants of Dover a surfeit of learned visitors. We believe that the arrangements for the former meeting are nearly complete, and if the weather is favourable, a very agreeable time may be anticipated.

WE UNDERSTAND that the Commissioners of Inland Revenue have decided not to appeal from the decision in *Humphreys v. The Commissioners* (*ante*, p. 690). It will be remembered that this was a test case taken up by the Incorporated Law Society, and that the decision was that a transfer of the balance of a mortgage debt, reciting the payment off of a portion of the debt and creating a new proviso for redemption, to which the mortgagor is a party, is properly stamped with 6d. for every £100 of the amount transferred.

THE LETTER of Sir EDWARD CLARKE to the *Times* of the 20th inst., urging that Parliament should be summoned before any declaration of war is made against the Transvaal, represents a policy which under certain circumstances may be very desirable, but there is of course no obligation on the Government to refer the matter to Parliament, and it would seriously hamper the conduct of foreign affairs if any such obligation existed. It is part of the prerogative of the Crown to declare war and to make peace, and the responsibility for the right use of the prerogative rests with the Ministry. Indirectly Parliament can exert pressure in regard to the continuance of a war once begun, and this has on various occasions been done. One of the most notable was the resolution of the House of Commons in 1782 which had the effect of putting an end to the American War of Independence. After Lord NORTH had been defeated on a motion for adjournment by a majority of nineteen, the motion for representing to the King the expediency of terminating the war was agreed to without a division. The fall of the Ministry followed, and the policy of giving effect to the resolution was entrusted to their successors. But the result was different when the House of Commons attempted to interfere with the prosecution of the Chinese War in 1857. Mr. COBDEN succeeded in carrying his motion against the Government by a majority of sixteen, but Lord PALMERSTON answered by dissolving Parliament, and his war policy was emphatically endorsed by the constituencies.

IT APPEARS to have been held by Mr. Commissioner Kerr in a recent case in the City of London Court that a hire-purchase agreement—under which a machine is, upon the due payment of the instalments, to become the property of the hirer, the value of the machine being above £5—is liable to agreement stamp duty. It is difficult to see how, having regard to the decision of the Court of Appeal in *Helby v. Matthews* (1894, 2 Q. B.

262), this can be correct. That case, indeed, was not decided on the Stamp Act, but it settled that a hire-purchase agreement is an agreement to buy within the meaning of section 9 of the Factors Act, 1889, and the analogy seems sufficiently close. Where there is an agreement to buy, and the purchaser with the consent of the seller obtains possession of the goods, then certain consequences follow under the Factors Act—that is to say, the purchaser in possession can make a title to a purchaser or pledgee from him; and under the Stamp Act, 1891, the exemptions from stamp duty on agreements include any "agreement, letter, or memorandum made for or relating to the sale of any goods, wares, or merchandize." It would seem to follow that any agreement which amounts to a purchase of goods under the Factors Act would equally fall within the exemption of the Stamp Act. As to the nature of a hire-purchase agreement the judgments of the Court of Appeal in the case above referred to leave no doubt. It is not simply a contract of hiring. If it is carried out, it ends in a purchase, and it is an agreement for purchase. "The proper construction," said Lord ESHER, M.R., "appears to me to be that it is in substance an agreement by one party to sell, and by the other party to buy, but with an option to the buyer, to whom the property has not passed, if he changes his mind, of putting an end to the contract in a certain manner"—namely, by delivering up the goods. Such being the nature of a hire-purchase agreement, it seems to be within the exemption in the Stamp Act.

THE DEATH of Lord WATSON, to which we briefly referred last week, deprives the legal world of one of the most remarkable judicial figures of our time. Although his practice at the bar was not so insignificant as has often been imagined and asserted, it was still sufficiently small to have given him, it might have been thought, few opportunities of acquiring that perfect familiarity with the machinery of the Scotch legal system which he afterwards displayed on the bench. And up to the time of his appointment—to the surprise, and perhaps something more than surprise, of the Parliament House—as Solicitor-General for Scotland in 1874, he had assuredly done nothing that indicated to the eyes of his contemporaries his future judicial eminence. The truth is, however, that Lord WATSON, who was endowed with very high natural abilities, and with unusual force and determination of character, devoted his twenty years of forensic disappointment to a course of mental discipline which laid the foundations of his ultimate success. He mastered thoroughly both Scots law and that mysterious branch of practice, Scots conveyancing; and he applied himself to the study of the civil law with an earnestness and an energy almost unparalleled. During his tenure of the Lord Advocacyship (1876-1880) he displayed in his conduct of the prosecution of EUGENE CHANBRELLÉ for poisoning his wife and of the City of Glasgow Bank directors—whose misdeeds also brought him a number of appeals to the House of Lords—forensic qualities with which he had not been generally credited by his professional brethren, and when in 1880 Lord GORDON died and Lord WATSON took the vacant place in the supreme tribunal, there were not wanting shrewd observers who predicted that the new law lord would make his mark. It was not long before signs of the fulfilment of these predictions were forthcoming. Lord GORDON had practically confined his judicial work to Scotch appeals. But this role had no attractions for WATSON. He set himself to study the principles of English law and the English rules of procedure with care and thoroughness, and in a comparatively short period he began to take a serious part in the disposal of English appeals. The brevity of his earliest judgments in such cases (*Stirla v. Freccia*, and *Steele v. McKinley*, both in 1880) disappeared, and was succeeded by decisions like those in *Lyell v. Kennedy* (1883) and *Ind. Coops. & Co. v. Emmerson* (1887).

LORD WATSON's later judicial contributions to English case law—of which *Smith v. Baker* (1891) and *Allen v. Flood* (1897) are typical instances—offer convincing evidence of the completeness of his qualifications as an English lawyer. It is superfluous here to speak of the manner in which he solved

the juridical problems which Scotland sent up in his time for determination in the House of Lords. The *Collin's Divorce case* (1884), the *Orr-Ewing case* (1885), *Caird v. Sims* (1887), and—the palmarie example of all—*Mackenzie v. Mackenzie* (1897), as to what constitutes "desertion" in Scots law, may be referred to in this connection. But it was in the Privy Council that WATSON's chief triumphs were won. It may be doubted whether—with the possible exception of Sir MONTAGUE SMITH—any judge in this century has contributed so largely as he did to the development of the Imperial law applied by the Judicial Committee. His decisions in *Gera v. Ciantar* (1887), *Abd-ul Messih v. Farra* (1888), *Huntington v. Attrill* (1892), *Haggard v. Peilicier Frères* (1892), *Parapano v. Happes* (1894), and, *par excellence*, *Le Mesurier v. Le Mesurier* (1895) would alone have sufficed to raise him to the front rank of modern judges, and they are, after all, only a few specimens of the unique work which he was privileged, as an Imperial jurist, to accomplish. In his grasp of principles, in his extraordinary knowledge of case law, in the soundness and certainty of his judgment, and in his gift of direct and absolutely clear expression, Lord WATSON had, after the death of Lord HERSCHELL, no rival on the English bench. His worst judicial weakness was the common tendency to interrupt an argument. But his interruptions were always pertinent and never inconsistent with the possession of an open mind.

A USEFUL piece of legislation has been accomplished by the Commons Act, 1899, which came into force on the 9th of August. Hitherto it has only been possible to take proceedings for the regulation of commons by having recourse to the expensive and troublesome procedure of the Commons Act, 1876. Under that Act it is necessary, in the first instance, to make out a *prima facie* case for the regulation of the common to the satisfaction of the Board of Agriculture. The board then holds a local inquiry, and if the result of the inquiry justifies the step, a provisional order is presented to Parliament. If the order is confirmed by Act of Parliament, the regulation of the common in accordance with its terms can be proceeded with, but not otherwise. Under the Act of 1876, the same procedure applies alike to regulation and inclosure. Clearly, however, the consequences of these two processes are widely different, and steps which may be proper enough when private rights are being destroyed or created by inclosure are out of place and unnecessary when it is simply a question of regulating the use of a common. Accordingly, while the Act of 1876 is not interfered with, the Act of the recent session introduces a new and far simpler method of proceeding when it is desired to frame a scheme for regulating a common. Under section 1 the district council "may make a scheme for the regulation and management of any common within their district with a view to the expenditure of money on the drainage, levelling, and improvement of the common, and to the making of bye-laws and regulations for the prevention of nuisances and the preservation of order on the common." A copy of the draft scheme is to be sent to the Board of Agriculture, and copies are to be available for the public. Three months are allowed for objections or suggestions, and at the end of that time the scheme is to be considered by the board. A local inquiry will only be held if the board think fit. The board may approve the scheme with or without modifications, and thereupon it will take effect. A power of veto is conferred, however, on the lord of the manor and the commoners, section 1, subsection 4, providing that, "if, at any time before the board have approved of the scheme, they receive a written notice of dissent either (a) from the person entitled as lord of the manor or otherwise to the soil of the common; or (b) from persons representing at least one-third in value of such interests in the common as are affected by the scheme, and such notice is not subsequently withdrawn," the board are not to proceed further in the matter. This veto might probably have been safely omitted, but otherwise the Act is a distinct improvement on the former procedure.

THE DECISION of the Court of Appeal (LINDLEY, M.R., JEUNE, F., and RIGBY, L.J.), in *Oliver v. Hunting* (1899, 2 Ch. 264),

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affirming the judgment of ROMER, J., brings the law as to the postponement of a legal mortgagee to an equitable incumbrancer back to the reasonable ground from which there has been, in the language of some of the cases, a tendency to depart. The strength of an equitable mortgage is the possession of the title deeds, and when the equitable mortgagee has secured this he ought not, without very good reason, to be postponed to a subsequent mortgagee who gets a conveyance of the legal estate, but fails to get at the same time the deeds. Where the legal mortgagee omits altogether to inquire for the deeds, or makes an insufficient inquiry, it is obvious that he has no moral claim to priority over the incumbrancer in whose custody they all the time are, and it would be strange if the mere paper conveyance of the legal estate could save the legal mortgagee from the consequence of his own negligence, and inflict an injustice on the equitable incumbrancer. According to the older cases, there was no chance of any such result following. In *Worthington v. Morgan* (16 Sim. 547) the legal mortgagee had omitted to inquire for the deeds, and it was held that the legal estate gave him no priority over the equitable incumbrancer in whose custody they were. It was his duty, said SHADWELL, V.C., before he took his mortgage, to ask for the deeds, and if he had done so, he would have learnt that they were in the possession of a person who claimed a charge. He was held, accordingly, to have notice of the charge, which, if he had not neglected his duty, would have come to his knowledge. Similarly in *Hewitt v. Loosemore* (9 Hare 449) it was said by TURNER, V.C., that a legal mortgagee was not to be postponed to a prior equitable one upon the ground of his not having got in the title deeds, unless there was fraud or gross or wilful negligence on his part, but the omission to make any inquiry for the title deeds was such gross or wilful negligence, and would have, accordingly, the effect of postponing the legal mortgage. Had the judgment rested here, perhaps the subsequent confusion would not have arisen. Either fraud or negligence are quite sufficient to deprive the mortgagee of the technical security of the legal estate. But the Vice-Chancellor was anxious to make the doctrine of the postponement of the legal mortgagee rest ultimately in all cases on fraud, and hence he based the law on the equivalence of gross negligence with fraud. "When this court," he said, "is called upon to postpone a legal mortgagee, its powers are invoked to take away a legal right; I see no ground which can justify it in doing so except fraud, or gross and wilful negligence, which in the eye of the court amounts to fraud." And as a ground for holding this omission to inquire for title-deeds to be fraudulent, he considered that the court was justified in assuming that the omission was due to the mortgagee's suspicion that inquiry would result in affecting his title.

THE DOCTRINE that the legal mortgagee will only be postponed on the ground of fraud was explicitly stated again by JAMES, L.J., in *Ratcliffe v. Barnard* (L. R. 6 Ch. p. 654), when the Lord Justice said that "he must have been guilty of fraud, or of that wilful negligence which leads the court to conclude that he is an accomplice in the fraud." This opinion purports to be founded on the judgment of TURNER, L.J., in *Hunt v. Elmes* (2 D. F. & J. 578); but, in fact, it was taken from the judgment of the same judge already referred to, given when he was Vice-Chancellor, in *Hewitt v. Loosemore*. In *Hunt v. Elmes* he seems to have reverted to the correct view, and to have allowed postponement of the legal mortgagee either on the ground of fraud or of gross and wilful negligence, and the question in that case was whether there had been negligence of this character. The notion, however, that negligence will not prejudice a legal mortgagee unless it is fraudulent was again strongly expressed in the judgment of the Court of Appeal, delivered by FRY, L.J., in *Northern Counties Insurance Co. v. Whipp* (26 Ch. D. 482), and recently this has been the leading authority on the subject. In that case, indeed, the particular question was the postponement of a legal mortgagee who has been negligent in keeping the title deeds to a subsequent equitable incumbrancer who has got possession of them; but the necessity for fraud was strongly insisted on. But in the recent case of *Oliver v. Hunting* (*supra*) the Court of Appeal have shattered the notion that fraud must really be present in order to effect the

postponement of the legal mortgagee. In that case there was, according to the evidence, no suggestion of fraud. It was a case of negligence pure and simple. A lady bought and took a conveyance of property by an agent who was not a solicitor. The deeds were at the time in the possession of an equitable mortgagee. The agent did not ask specifically for the production of the title deeds; he inquired generally after "the documents," and was told by the vendor that they were in his possession but would not be delivered up because they related to other property. Part of the purchase-money was being left on mortgage, and the vendor would also on this ground be entitled to hold the deeds. But the questions of the production of the deeds before completion and of their custody after completion are distinct, and the omission to ask for production was such gross negligence as clearly ought to postpone the legal mortgagee. An equitable mortgagee advances his money on the deposit of the title deeds upon the faith of the law protecting him against subsequent mortgagees who do not choose to ask for those deeds. Whether there is fraud on the part of such subsequent mortgagees is, but for the above cases, beside the mark, and it is now settled that the above cases, so far as they require anything in the nature of actual fraud, are wrong. Actual fraud will of course postpone the legal mortgagee, but so also will gross negligence, though quite untainted by fraud. "To deprive a purchaser for value without notice of a prior incumbrance of the protection of the legal estate, it is not essential," said LINDLEY, M.R., "that he should have been guilty of fraud; it is sufficient that he has been guilty of such gross negligence as would render it unjust to deprive the prior incumbrancer of his priority."

ASSURANCES OF REGISTERED LAND.

II.

ASSURANCES OF THE SECOND CLASS.

ASSURANCES of this nature are not made by the registered proprietor. It is not necessary to make them in any special form, but they are perfected by the entry on the register of the name of the purchaser or mortgagee. The Acts confer no power of making assurances of this class; the assurance itself is made in the same manner, under the same authority, and is executed by the same persons as if the land were not registered. The power of entering the name of the transferee or mortgagee on the register is conferred by the Land Transfer Rule 101, known among conveyancers as "The Paramount Title Rule," which provides that

"Where the power of disposing of registered land has, by the operation of any statute or statutory power, or by order of court, or by paramount title, become vested in some person other than the registered proprietor (as, for instance, in the case of a deed poll executed under section 77 of the Lands Clauses Consolidation Act, 1845, or of a declaration vesting an estate contained in or made under or by virtue of any statute, or on sale by a mortgagee, with a title paramount to the title registered) and the registered proprietor refuses to execute a transfer, or his execution of a transfer cannot be obtained, or can only be obtained after undue delay or expense, the registrar may, after due notice under these rules to such proprietor, and on production of the land certificate, or office copy registered lease, and such evidence as he may deem sufficient, make such entry in or correction of the register as under the circumstances he shall deem fit."

It will be observed that in order to proceed to registration under this rule notice must be given to the registered proprietor, the land certificate, which is now substituted for the office copy registered lease, must be produced, and such evidence (*i.e.*, evidence of the title of the applicant) as the registrar may deem sufficient must also be produced.

Notices.—The notice must be given pursuant to rule 256; it must be prepared on the official form, and under the stamp of the registry; and, generally speaking, will be given by registered letter addressed to the registered proprietor at his address for service. It must comply with the provisions of rule 257, the most important of which is that it must fix a time (generally fourteen days) within which the person served with the notice can enter an appearance at the registry in case he opposes the making of the proposed entry.

Production of Land Certificate.—In cases falling under rule 101

the person requiring registration will in many cases be unable to produce the land certificate, and if the person who holds it declines to produce it, the registrar has power under the Land Transfer Act, 1875, ss. 109 and 110, and the Land Transfer Act, 1897, s. 8 (1), to require it to be produced. It will be observed that this power will be nugatory in those cases where the applicant cannot discover who holds the certificate. Possibly a case of this nature will be dealt with as if the certificate had been lost: Land Transfer Act, 1897, s. 8 (3).

Evidence to be produced to the Registrar.—The nature of this evidence will depend upon the nature of the transaction. For example, in the case of a deed poll executed under the Land Clauses Consolidation Act, 1845, s. 77, all that will be necessary will be to shew that the provisions of the Land Clauses Consolidation Act, 1845, s. 76, have been complied with. In the case of a vesting declaration made on the appointment of new trustees, it will probably be sufficient, if the old trustees were registered as proprietors, to prove that the new trustees in whose favour the vesting declaration was made were duly appointed. On the sale by a mortgagee with title paramount to the title registered, two cases may occur—on first registration the mortgage may have been registered as an incumbrance, in this case all that will be necessary will be to deduce the title from the original mortgagees to the persons exercising the power of sale; but if the land is registered with possessory title only, the mortgage may not have been registered as an incumbrance: in this case the title must be proved according to the usual conveyancing practice.

Title Acquired by Registration.—Neither the Acts nor the rules contain any statement as to the nature of the title of a person who is registered under rule 101. So far as he is concerned registration does not appear to improve his title, but it confers on him, as being a registered proprietor, the power to make registered transfers or charges and to create a lien by deposit of the land certificate. In other words, though in a case of this nature registration, even with absolute title, is not conclusive in favour of the registered proprietor, it is conclusive in favour of a person to whom he makes a registered transfer or charge, or with whom he deposits the land certificate.

The importance of the distinction between the position of a registered proprietor who becomes entitled to be registered under rule 101 and one who becomes entitled to be registered under a transfer made by the registered proprietor, which, as we have already seen, has statutory efficacy, will appear when we discuss unregistered assurances. The difference between the two titles appears to be that where the assurance is of the first class—*i.e.*, where registration is made in pursuance of a transfer from the registered proprietor and is for value—the title of the registered proprietor is that which appears on the register, while where the assurance is of the second class—*i.e.*, registration is made under the rule—this is not necessarily the case. So that a person who takes under an unregistered assurance from a registered proprietor, which, it will be remembered, has no statutory efficacy, ought to inquire whether the registered proprietor took under an assurance of the first or second class.

(To be continued.)

LIABILITY FOR EXPENSES OF SOLDIERS ACTING IN AID OF THE CIVIL POWER.

On the 11th of August the Court of Appeal delivered their considered judgment in *Reg. v. Glamorganshire County Council* (15 T. L. R. 436), a case which in its various stages has been commented upon from time to time in these columns. The question raised was of great importance. Is there a legal duty upon the ratepayers of a county to pay the expenses of housing and maintenance of soldiers called in by justices to guard against, or aid in suppressing, riots. The short facts which gave rise to the question were as follow. In the spring of 1898 a widespread strike took place which affected the whole mining district of the county of Glamorgan. Some riots had already taken place, and others were apprehended. The justices, therefore, decided to call in the military in aid of the civil power, and at their request a number of troops were drafted into the county and quartered in different localities. The arrangements for the housing and maintenance of these troops

were made by the justices, through their agents, with several local tradesmen, who were told that the county would pay them. Ultimately they sent in their bills to the county council, who at first, without repudiating liability, cut down the bills by nearly one-third, and sent cheques in payment of the reduced amounts. The tradesmen refused to take these cheques in settlement, and applied for and obtained a rule *nisi* calling upon the county council to shew cause why they should not make an order for payment of their accounts in full out of the county funds, or why the county council should not levy a rate in order to make those payments.

Upon the return to this rule the county council repudiated all liability on the ground that there was no duty upon them to defray such expenses out of the county funds, and it was also urged on their behalf that such expenses were really an imperial charge which ought to be defrayed out of imperial funds. A Divisional Court (DARLING and CHANNELL, JJ.) discharged the rule for a *mandamus* on the ground that the applicants had failed to shew any duty, either statutory or at common law, upon the county council to defray such expenses, but it refused to decide the question whether such expenses were an imperial charge for which the Crown was liable. The Court of Appeal have now affirmed that decision, and upon very similar grounds. As to statutory liability, it has found that there is not a single Act which casts such expenses upon the county rate, while, on the other hand, there are some early statutes (13 Hen. 4, c. 7, s. 1, and 2 Hen. 5, c. 8, s. 2) which seem to make the expenses of dealing with local riots a charge upon the imperial exchequer. As regards the contention that such a liability existed at common law independently of statute, on the principle that justices are entitled to be recouped by the county for all expenses necessarily incurred by them for the benefit of the county, the Court of Appeal, in the absence of any authority for such a proposition, declined to affirm it. It declined also to definitely decide whether such expenses were an imperial charge. It is perhaps unfortunate that this case did not directly raise the question of the Crown's liability. The question, therefore, is still at large and can only be satisfactorily settled by legislation.

It is certainly somewhat curious that the point should not have been the subject of judicial decision before, but, with the exception of the *Lancashire Riots case* (Times, February 21, 1879), which, though it really turned upon the construction of a special statute, gave rise to certain *dicta* bearing upon this point, there is a complete absence of judicial authority. The explanation seems to be, if one may judge from some correspondence between the Home Office and the Treasury read in the Court of Appeal, that hitherto there has been a kind of compromise between the local and imperial authorities. The local authorities have in the first place defrayed the whole of such expenses, and have subsequently been reimbursed by the imperial authorities to the extent of the amount which would have been incurred if the troops had been billeted in accordance with the provisions of the Army Act. This was done, for instance, in the case of the West Riding riots. But it is obvious that the provisions of the Army Act as to billeting cannot suffice to meet expenses which must be incurred by the civil authority in cases in which the military are called in on an emergency which does not admit of arrangements being previously made, and when from the special nature of the duty to be performed it is essential that the troops should be concentrated and not scattered. This was the view taken by the court in the *Lancashire case* and also in *Sharratt v. Scutney* (1892, 2 Q. B. 479). It is interesting also to note that the Home Office seems to have been fully alive to the fact that there was clearly a *cassis omissus*. A clause giving the local authorities power to pay the expenses of troops called in in aid of the civil power appeared in Sir WILLIAM HAROURT's Police Bills in 1883, 1884, and 1885, and a similar clause was also introduced by Mr. MATTHEWS into his Police Bill of 1890, but, being opposed, was dropped in the report stage (Hansard 347, p. 1947).

In this connection it is interesting to note that the principle that the locality is responsible for the expenses incurred in suppressing local disturbances has already in many instances been recognized by the Legislature. For instance, the expenses of special constables appointed by justices under the Special Constables Act, 1881 (1 & 2 Will. 4, c. 41), are defrayed out of

county funds, and so are expenses of extra police drafted in temporarily from another locality under the Police Act, 1890 (53 & 54 Vict. c. 45) : *Reg. v. West Riding County Council* (1895, 1 Q. B. 805). Again, compensation under the Riot (Damages) Act, 1886 (49 & 50 Vict. c. 38), is to be paid out of the police rate of the district in which the riots occur. Similar applications of the same principle might be cited from the Irish Coercion Acts.

Though both the Court of Appeal and the Divisional Court refused to decide the question whether the expenses of soldiers called in aid of the civil power were an imperial charge, it is tolerably clear from their judgments that they considered the imperial authorities liable. This view, too, is taken by an eminent authority on military law, who says: "With regard to the employment of military in lieu of police, there is this apparent defect in the present law—namely, that the military are sent to and remain in a particular town (where their services are needed by the inhabitants as armed police for the protection of property or the preservation of peace) not at the expense of the local but of the general community, giving thereby a premium instead of inflicting a pecuniary mulct upon such town or place for their insufficient ordinary police arrangements": Clode's Military Forces of the Crown, vol. ii., p. 142. If soldiers when employed in this way are performing their duty *quid soldiers*, which is the view taken by Lord Justice SMITH, there would seem to be no doubt upon this point. But unfortunately there is very high authority against this view, and in favour of the rather strained view that soldiers acting in aid of the civil power do so by virtue of the common law duty of every citizen to assist the civil authorities when called upon. This is the view of Mr. CLODE, who calls them "armed police," and is backed by the high authority of the late Lord BOWEN, who, in his report upon the action of the military in the Featherstone riots, says: "A soldier for the purpose of establishing civil order is only a citizen armed in a particular manner," and that "officers and soldiers are under no special privileges, and subject to no special responsibilities as regards this principle of the law." If this view of the position of soldiers under these circumstances is correct, it would seem to follow that no one is responsible for their expenses while so engaged, since the common law duty of the ordinary citizen to aid the civil authorities to preserve order does not carry with it any right to claim payment for the services rendered.

Altogether the position of soldiers acting in aid of the civil power is an anomalous one, which it is eminently desirable should be speedily put upon a clearer and more satisfactory basis.

REVIEWS.

BOOKS RECEIVED.

The London Government Act, 1899: the Law Relating to Metropolitan Boroughs and Borough Councils. By JOHN HUNT, Barrister-at-Law. Stevens & Sons (Limited). Price 7s. 6d.

A Treatise on Right and Duty: their Evolution, Definition, Analysis, and Classification according to the Principles of Jurisprudence, being a Portion of the Muhammadan Law of Gifts. By SYED KARAMAT HUSEIN, Barrister-at-Law. Allahabad: Indian Press.

The Law Relating to Infectious Diseases and Hospitals. By H. H. COPNALL, Solicitor, Deputy Clerk and Clerk of Committees of the Wilts County Council. Hadden, Best, & Co.

The London Government Act, 1899, with Notes, an Introduction, and an Index. By A. F. JENKIN, Barrister-at-Law. Knight & Co.

The London Government Act, 1899, with Explanatory Notes embodying the Incorporated Enactments, with an Introduction and Index. By G. P. WARNER TERRY, Barrister-at-Law, and P. BARTLETT MORLE, Barrister-at-Law. Butterworth & Co.

Summary Jurisdiction Procedure: being the Summary Jurisdiction Acts, 1848-1899, regulating the Duties of Justices of the Peace with respect to Summary Convictions and Orders; the Indictable Offences Acts, 1848 and 1868; with Appendix of Statutes relating thereto, copious Notes, Index, and Tables of Statutes and Cases. Eighth Edition. By CECIL GEORGE DOUGLAS, Clerk to the Lord Mayor. Shaw & Sons; Butterworth & Co.

The Student's Guide to Executorship Accounts. By ROGER N. CARTER, A.C.A. (Senior Honours, June, 1893). Gee & Co. Price 3s. 6d.

CORRESPONDENCE.

GIFTS TO A SOLICITOR OR HIS FAMILY.

[To the Editor of the *Solicitors' Journal*.]

Sir.—A perusal of the article on this subject in your issue of the 12th of August leads one to wonder how far the rule laid down in *Goddard v. Carlisle and Liles v. Terry* extends.

For instance, if a testator leaves his property among his children, and it happens that one of them was a solicitor and prepared the will, would he be entitled to the share bequeathed to him? And further, if his brothers and sisters are to be considered as members of the solicitor's family, would any of them be entitled to share in the estate under their father's will?

If a lady with a general power of appointment appointed the property to her children, and her husband was a solicitor and prepared the appointment, is not the appointment bad?

"A FAMILY SOLICITOR."

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL PROVINCIAL MEETING AT DOVER.

This meeting will be held on Tuesday and Wednesday, the 10th and 11th of October, and the proceedings will, it is expected, be as follows:

Monday, 9th October.—Members will arrive at Dover, and there will be a reception in the evening at the Town Hall by Sir W. H. and Lady Crundell, the Mayor and Mayoress of Dover.

Tuesday, 10th October.—Members will meet at the Town Hall at 11 a.m., when the Mayor of Dover will take the chair, and Mr. H. Manisty, the President of the Incorporated Law Society, will deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon, provided by the Kent Law Society, at the Metropole Hotel, and close at 4.30. In the evening there will be a concert at the Town Hall, on the invitation of the Kent Law Society.

Wednesday, 11th October.—The meeting will be resumed at 11 a.m., when the reading of papers and discussion thereon will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30. In the evening there will be a dinner at the Town Hall the President of the Kent Law Society (Mr. E. W. N. Knocke, C.B.) in the chair.

Thursday, 12th October.—Excursions to Canterbury, including the Cathedral, and to Boulogne.

Subject to the control of the President of the Incorporated Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration.

LEGAL NEWS.

APPOINTMENTS.

Mr. JOSEPH FRIZELLE, late Chief Judge of the Chief Court of the Punjab, has received the honour of Knighthood.

CHANGES IN PARTNERSHIPS.

ADMISSION.

Messrs. Pears, Ellis, & Pears, solicitors, of 8, Sackville-street, London, have admitted into partnership Mr. Colvin Brandreth, who has been associated with them for some years, and they have removed to their new offices, No. 17, Albemarle-street, where they will carry on their business under the name of Pears, Ellis, & Co.

DISSOLUTIONS.

LOUIS CUTHBERT RIDLEY and HENRY WYNNE-PARRY, solicitors (Ridley & Wynn-Parry), Newcastle-upon-Tyne. Sept. 4. [Gazette, Sept. 8.

GENERAL.

Sir A. K. Rollit, M.P., was confined to his house last week through indisposition, but according to a later account he is convalescent, and hopes to be able to leave town shortly for Scotland.

The Attorney-General on Tuesday concluded his reply on behalf of Great Britain to the case put forward by Venezuela in the arbitration at Paris. It occupied what is equivalent to four sittings of the tribunal.

According to a paper read at the British Association on "The Increase in Local Rates in England and Wales, 1891-92 to 1896-97," it appears that in the five years' interval local rates rose from about 28½ millions to 37½ millions sterling, an increase of £9,000,000, or about 31 per cent. of the rates in 1891-92.

* The annual general meeting of the Solicitors' Benevolent Association will be held at the Town Hall, Dover, on Wednesday, the 11th of October, at 10 a.m.

The works at the old Lincoln's-inn-gate in Chancery-lane are making rapid progress. The interior face towards the square has merely been repointed, but on the face towards Chancery-lane about four feet of the stone coping and parapet walls of the towers are to be removed and replaced with new material.

A correspondent of the *Times*, writing with reference to the late Lord Watson's habit of interposing during the arguments at the bar, says, I ventured once, out of court, to complain to him of his too frequent interruptions from which I had suffered in court. He answered, "Eh! man, you should not complain of that, for I never interrupt a fool." The *Times* adds an amusing story is told in this connection. An eminent counsel was arguing at the bar of the House and suffering from Lord Watson's heckling, when Lord Bramwell in too audible whisper said, "Watson, Watson why can't you leave the man alone and let him say what he has to say."

At the sitting of the International Law Association at Buffalo on the 1st inst. there was presented the report of the Maritime Law Committee, which in July last held a joint conference with the Maritime Committee in London upon the law of collisions at sea and shipowners' liability. There were next considered Mr. T. G. Carver, Q.C.'s marine insurance proposals. These proposals took the form of thirteen resolutions, which embodied the principles of a draft set of rules, analogous to the York-Antwerp rules of general average, drawn up by Mr. Carver for the purpose of getting over the main differences of marine insurance law between England, America, and the Continent. Of these resolutions ten were approved and three were referred to a committee.

United States Consul-General Barlow, says the *Albany Law Journal*, in a recent report, says: "The attorneys of Mexico are very skilled in their profession, and an unqualifiedly favourable opinion from any of the lawyers here is a practical safeguard against any subsequent attack upon the title to property. The training to be undergone by lawyers before they are admitted to the Mexican bar is very strict. Eleven years of hard study is generally required. All opinions are given in detail, with the reasons therefor, and formed after a careful study of the documents making up the title. It is customary, furthermore, to recite each former transfer in conveyances, so that any defect is generally known, and titles which are passed on as good are seldom disputed afterward."

Mr. D., says *Harper's Magazine*, was run down, as he claimed, by a negro and knocked off his bicycle. He picked up stone and threw it with accurate aim at the coloured man and brother. This infraction of the peace resulted in his arrest and in his conviction in the local court of justice. "I will fine you 5 dols," said the judge. "Have you anything to say?" "Nothing," replied D., unmollified, "except that I wish I had killed the fellow." "That remark will cost you 5 dols. more," rejoined his honour. D.'s temper was not improved by this fresh dispensation of justice, wherefore the bitterness of his rejoinder was plainly apparent. "Conversation seems to come high in this court," he observed. "Five dollars for contempt," promptly responded the bench. "Have you anything more to say?" "I think not," answered the defendant; "you have the advantage of me in repartee."

ASHBY (CHARLES EDWARD), Deceased, late of 38, Blantyre-street, Chelsea, Chemist.—Any person with information, or possessed of any document purporting to be a Will or other testamentary disposition of the above-named dated subsequently to the 7th of November, 1893, is requested to communicate immediately with E. A. BICKNELL, Solicitor, 34, Norfolk-street, London, W.C.

Mr. JOHN KNIGHT, Solicitor, formerly of 53, Moorgate-street, or his relatives or clerks, are requested to communicate with Mr. GARRETT, 38, Great James-street, London, W.C.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Sept. 27.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Reversion to Two One-seventh Shares of a Trust Fund, consisting of 8,000 £ $\frac{1}{2}$ per Cent. Government Annuities, standing in Court; gentleman aged 47. Solicitors, Messrs. Gibson, Usher, & Co., London—Woldhampton, Surrey : Freehold Property, covering an area of 10a 35p. 1,665ft², frontage to existing roads. Solicitors, W. Sanders Fiske, Esq., and Messrs. Heath, Parker, & Brett, London—Clapham Common : A commodious Residence ; rental value £70. Solicitor, A. W. Bartlett, Esq., London—Herne Bay : Freehold Building Land and Plots.—A Freehold Ground-rent of £40 per annum, secured upon Eight Houses in Brixton. Solicitors, Messrs. J. N. Mason & Co., London. (See advertisement, Sept. 16, p. 3.)

Sept. 28.—Messrs. C. RAWLEY CROSS & Co., at the Mart, Freehold Ground-rent of £170 per annum, secured on the fine block of flat property known as Sinclair-mansions, Kensington ; rack-rents £1,068 per annum. Solicitors, Messrs. Marr & Brownjohn, and T. H. Hiscott, Esq., London. (See advertisement, this week, p. 4.)

Sept. 28.—Messrs. STIMSON & Sons, at the Mart, at 2:—Forest Hill : Freehold Ground-rents of £29 per annum. Solicitors, Messrs. Murr & Raby, London—Brixton : Short Leasehold Ground-rents of £38 per annum. Solicitors, Messrs. Bruce Millar & Co., London. (See advertisement, Sept. 16, p. 3.)

RESULT OF SALE.

REVERSIONS, LIFE POLICIES, AND SHARES.

Messrs. H. E. FOSTER & CHAPMAN succeeded in disposing of the majority of the Lots offered at their forthcoming sale of these interests, the total of the sale being £6,970:—

REVERSION:

Absolute to Russian Railway Bonds of the present value of £1,100; £

life 70... Sold 655

LIFE POLICIES:

For £300, in the Royal; life 82 240

For £500, in the North British and Mercantile; life 82 370

For £8,500, in the Law Life; life 72	1,970
For £1,000, in the North British and Mercantile; life 69	885
For £1,000, in the Star; life 72	550
For £1,000, in the London Life Association; life 64	690
For £2,000, in the London Life Association; life 64	1,270
For £790 (fully paid), in the National Provident; life 67	610

SHARES:

Lidstone (Limited), 2% 6 per cent Cumulative Preference Shares of £1 each (fully paid)	190
"	"

WINDING UP NOTICES.

London Gazette, FRIDAY, Sept. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GEORGE WHYBROW, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 4 to send their names and addresses, with particulars of their debts or claims, to James Leith, 85, Gracechurch st. Raphael & Co., 59, Moorgate st., solars to liquidator GORDON & DILWORTH, LIMITED—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to John Macd and Henderson, 2, Moorgate st bldgs

FRIENDLY SOCIETIES DISSOLVED.

COURT WARDOUR JUVENILE FORESTERS' FRIENDLY SOCIETY, S.W. Hotel, Tisbury, Wilts. Sept 11

MYTELLE TONTINE SICK AND BURIAL SOCIETY, 10, Mount Vernon rd, Liverpool. Sept 11

VICTORIA JUBILEE FRIENDLY SOCIETY, 5, Church way, South Shields, Durham. Sept 11

London Gazette, TUESDAY, Sept. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CASTLETON BREWERY CO., LIMITED—Creditors are required, on or before Oct 28, to send their names and addresses, and the particulars of their debts or claims, to John Lewis Merchant, Savings Bank bldgs, Bury. Wallace, Bury, solars for liquidators

GLAMORGAN TIMES NEWSPAPER AND GENERAL PRINTING CO., LIMITED—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Joseph Sprague, Brondirion, Pontypridd

GOSFORTH CARRIAGE WORKS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Albert Percy Spence, 10, Royal Arcade, Newcastle on Tyne

KLONDYKE MINING AND PROMOTION CO., LIMITED—Pet for winding up, presented July 18, directed to be heard on Oct 25. Lawrence & Webster, 14, Old Jewry chmrs, solars for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 24

MINING AND GENERAL SHARE AGENCY, LIMITED—Pet for winding up, presented Sept 18, directed to be heard on Wednesday, Sept 27. Collyer-Bristow & Co., 4, Bedford row, solars for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 23

REVOLVING AUTOMATIC DUPLICATOR SYNDICATE, LIMITED—Creditors are required, on or before Oct 18, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. W. Hines, 18, Sellon's avenue, Harlesden

TABMANIAN SYNDICATE, LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to the Liquidator, 8, Princes st, London. Steadman & Van Praagh, 23, Old Broad st, solars to liquidators

THOMAS CARTER & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to James Todd, 3, Winckley sq, Preston. W. & A. Blackhurst, Preston, solars to liquidator

WINGFIELD'S SILVERWELL BREWERY CO., LIMITED—Creditors are required, on or before Oct 22, to send their names and addresses, and the particulars of their debts or claims, to Edwin Newton, Silverwell st, Bolton. Winders, Bolton, solars to liquidator

FRIENDLY SOCIETIES DISSOLVED.

GUILDFORD AND DISTRICT WORKING MEN'S PROGRESSIVE BENEFIT SOCIETY, Red Lion Hotel, 39, High st, Guildford

UNITED FRIENDLY SOCIETY, Anchor Inn, Hull Bridge, Hockley, Essex. Sept 9

WARNING TO INTENDING HOUSE PURCHASERS AND LESSERS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly examined, tested, and reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 22 years. Telegrams, "Sanitation."—[ADVT.]

CREDITORS' NOTICES. UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette, TUESDAY, Sept. 19.

ATTFIELD, JOHN BENJAMIN, Clifton hill, St John's Wood Nov 1 Richardson & Sedis, Golden sq

BAWDEN, THOMAS, Gwennap, Cornwall Oct 20 Paige & Grylls, Redruth

BREWSTER, EMILY, Penmaenmawr, North Wales Oct 15 Kingsford & Co., Essex st, Strand

CHEYNE, ROBERT JOHN, Croydon Nov 6 Thompson & Son, Devereux chmrs, Temple

DARNER, WILHELMINA, Exeter Dec 1 Burch, Exeter

ESHER, the Right Hon. WILLIAM BALIOL Viscount, Esher, Surrey, Master of the Rols Oct 21 Few & Co, Surrey st, Strand

FIELD, WILLIAM HENRY, Poughill, Cornwall Dec 1 Burch & Son, Exeter

GILL, MARY, Hexham Oct 16 Clark, Newcastle on Tyne

GRIFFITH, DAVID, Llanllechid, Carnarvon Sept 16 Roberts & Davies, Carnarvon

HALL, FRANCES, Tynemouth Oct 17 Duncan, North Shields

HINGTON, HARRIET ANNE, Streatham Sept 29 Hurrell, Kingsbridge, Devon

HOLLAND, FRANCIS, Bradford, Tailor Oct 14 Beldon & Ackroyd, Bradford

HOLLOWAY, ELIZA, Yapton, Sussex Oct 14 Raper & Co, Chichester

LAWLEY, WILLIAM, Streatham Oct 25 Attenborough, Piccadilly

LEE, WILLIAM, Poplar Oct 12 Baker & Nairne, Crosby sq

MACHELL, WILLIAM, Walkley, Sheffield, File Manufacturer Nov 18 Broomhead & Co, Sheffield

POPE, JAMES, Southampton, Master Mariner Oct 20 Hickman & Son, Southampton

PRIDMORE, THOMAS BARRET, Whittlesey, Isle of Ely Oct 31 Feed, Whittlesey

SHORT, WALTER HENRY, Newcomen st, Southwark, Coffee House Keeper Oct 30 Hawk & Co, Borough High st

SIDEOTTOM, ALFRED KERSHAW, Broadbottom, Chester, J. P. Oct 9 Vaudrey & Willett, Manchester

SMITH, MARY, Birkenhead Oct 29 Cecil & Co, Birkenhead

SWAIN, JANE, Ramsgate Oct 11 Sankey, Ramsgate

TAYLOR, THOMAS, York Oct 7 Cobb & Son, York

IPPING, ELIZABETH, Preston Sept 30 Thompson & Oakey, Preston

Sept. 23, 1899.

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TOOKER, JAMES, Bath Oct 12 Tucker, Bath	INGERSER, WILLIAM THOMAS DOBLE, Exeter, Stock Broker Oct 14 Gray & Jackson, Exeter
TUNNEY, JAMES, Holmdon, Northampton, Farmer Oct 7 Barnes & Thomas, Brackley	KNIGHT, THOMAS CROSBY, Acton Oct 16 Thomsom & Co, Cornhill
WEATHERHEAD, ARTHUR EDMUND, Leicester Oct 8 Ingram & Moore, Leicester	KENDALL, ELIZABETH, Huddersfield Oct 17 Brook, Huddersfield
WELDON, SARAH ANN, Lewisham Oct 18 Toomer, Walbrook	LEE, THOMAS JOSEPH, Victoria st Oct 25 Parson & Co, Sherborne In
WHINE, EDWARD, Tenterden, Kent Oct 11 Latier, Tenterden, Kent	LEWIS, ELIZABETH SCOTT, Clutton, Somerset Nov 13 Bobbett Bros, Bristol
YATES, ELLEN, Leigh, Lancs Oct 7 Unsworth, Leigh	MANN, HORACE, Mitcham, Surrey Oct 16 Lumley & Lumley, Old Jewry Chambers
London Gazette.—FRIDAY, Sept. 15.	
ASHCROFT, ROBERT, Oldham, M P Oct 31 R & J Ascroft & Maw, Oldham	MASON, MATILDA, Tenby, Pembrokeshire Sept 29 Griffiths, Carmarthen
BARFIELD, WILLIAM, Gravesend Oct 14 Tolhurst & Co, Gravesend	MEIRE, MARGARET, Shrewsbury, Salop Oct 21 Salt & Sons, Shrewsbury
BUTTELL, JOHN, Reading, Builder Oct 28 Brain & Brain, Reading	MORTON, JAMES, South Kensington, M B, C M, General Medical Practitioner Oct 18 Evans, Regent st
BLAINEWELL, WILLIAM, Manchester Oct 27 Lawson & Co, Manchester	REDFERN, JOHN, Hyde, Chester Oct 16 Slater, Hyde
BUTT, JOHN CHARLES, Heathcote, Victoria, Australia Jan 31 Haxby & Partridge, Leicestershire	RIDGEWOOD, HENRY, Horfield, Bristol Oct 31 Bevan & Co, Bristol
CAMBERG, HENRY, Tollington Park Oct 25 Sudgen & Harford, Ironmonger in	SCAMMELL, THOMAS, Battersea, Farrier Oct 24 Barrett, Slough
CAVEN, MRS JANE, Brighton Oct 16 Woolley & Bevis, Brighton	SIMSON, FRANCIS BRUCE, Spratt, Northampton Nov 1 Lawrence & Co, New sq, Lincoln's Inn
DEWHURST, MRS SARAH, Preston Sept 30 Thompson & Oakey, Preston	SOVERBY, THOS, Walker on Tyne Oct 17 Ward, Newcastle upon Tyne
DODSON, FREDERICK GEORGE, Louth, Lincoln, Gunsmith Oct 1 Wilson & Son, Louth	SQUIRE, LOUISA MARIA, Sunbury Oct 13 Draper, Vincent sq
EVANS, ALFRED, Stone, Stafford, Assistant Overseer Oct 19 Walters, Stone	STOTT, WILLIAM MIDGLEY, Halifax, Printer Oct 20 Boocock, Halifax
FATHABY, MARTHA, Langham st Oct 21 Gover & Co, Queen st	TAYLOR, WILBERHAM, Barnet, Herts, J P Oct 31 Boyes & Son, Barnet
GRIFFIN, ISAAC, Norwich, Wholesale Grocer Oct 21 Blyth, Norwich	TAYLOR, SAMUEL, Shaw, nr Oldham Oct 14 Standing & Co, Shaw
HAMSHAW, MR JOHN LOVELL, Macclesfield Hamshaw & Phillipson, Hanley	THOMAS, JAMES, Treherbert, Glam, Farmer Oct 11 Spickett & Sons, Pontypridd
HERBERT, MARY ANN, Homerton Oct 31 Stock & Slater, Walbrook	WICKENS, THOMAS, Ripe, Sussex Oct 31 Sprott & Sons, Mayfield
HIBCHE, LOUIS, St Leonards on Sea Oct 12 Plunkett & Leader, St Paul's churchyard	YOUNG, JOHN, Alnwick Oct 27 Douglas, Alnwick

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 15.

RECEIVING ORDERS.

AVES, ERNEST HAROLD, East Kirkby, Notts, Chemist Nottingham Pet Sept 12 Ord Sept 12	FLINTOFF, JOHN ALLMAN, Bradford, Plumber Sept 25 at 11 Off Rec, 31, Manor Row, Bradford
BENEY, JOHN HENRY, Penzance, Cornwall, Blacksmith Truro Pet Sept 13 Ord Sept 13	GREEN, JOHN RUSSELL, Ipswich, Marine Engineer Sept 22 at 10.30 Off Rec, 35, Prince st, Ipswich
BROWN, JOSEPH SAMUEL, Friday st High Court Pet Aug 24 Ord Sept 11	GREENWOOD, A & O, & O, Harrogate, York, Millers Sept 22 at 3 Off Rec, 95, Temple Chambers, Temple av
BROWNE, ALFRED, Adlington, Lancs, Builder Bolton Pet Aug 21 Ord Sept 13	HUDSON, THOMAS, Stockport, Rope Manufacturer Sept 22 at 11 Off Rec, County Chambers, Market pl, Stockport
BUTLER, JANE MARY, Putney, Stationer Wandsworth Pet Sept 13 Ord -pt 12	ISTERD, WILLIAM GEORGE, Chatham, Fitter's Labourer Oct 2 at 11, 115, High st, Rochester
COPAS, HENRY, Newbury, Berks, Carpenter Newbury Pet Sept 11 Ord Sept 11	KNIGHTS, JAMES, Worthing, Publican Sept 22 at 11.30 17, High st, Lewes
CORNELLUS, JOSEPH, Teignmouth, Brewer Exeter Pet Sept 13 Ord Sept 19	LESTER, THOMAS and JAMES ALLEN, Tunbridge Wells, Builders Sept 22 at 2.30 Swan Hotel, The Pantiles, Tunbridge Wells, Kent
CUMMING, JAMES JOHN, Union et, Solicitor High Court Pet Aug 11 Ord Sept 11	LORD, ADAM, Woolpit, Suffolk Sept 23 at 2 Off Rec, 36, Princes st, Ipswich
DANCE, WILLIAM DUDLEY, Rhos on Sea, nr Colwyn, Ho el Manager Bangor Pet Aug 30 Ord sept 12	MATHEWS, JAMES HENRY, Exeter, Innkeeper Sept 28 at 10.30 Off Rec, 13, Bedford circus, Exeter
DIX, HENRY, East Molesey Kingston, Surrey Pet Sept 13 Ord Sept 13	NOTMAN, GEORGE, Pontypool, Mon, Draper Sept 22 at 11 Off Rec, Westgate Chambers, Newport, Mon
DOUGID, JOHN MORTIMER, Halifax, General Dealer Halifax Pet Sept 19 Ord Sept 12	OVERTON, WILLIAM GEORGE, Oxford, Watchmaker Sept 22 at 12 1, St Aldate's st, Oxford
DUBRO, BUTTON & CO, Bristol, Auctioneers Bristol Pet Aug 4 Ord Sept 13	PANTON, DAVID, Skirbeck, Lincs, Cattle Dealer Oct 3 at 12.15 Off Rec, 4 and 6, West st, Boston
EAD, ALFRED, Manchester, Tobacconist Manchester Pet Aug 11 Ord Sept 13	REYNOLDS, EDWARD, Hereford, Carpenter Sept 27 at 10 2, Off st, Hereford
HUNT, JAMES, Livesey, nr Blackburn, Overlooker Blackburn Pet Sept 11 Ord Sept 11	RICHMOND, THOMAS, Darlington, Bricklayer Sept 22 at 11 Off Rec, 8, Albert rd, Middlesborough
KITCHEN, JESSE HAROLD, Shipley, Yorks, Auctioneer Bradford Ord Sept 12 Pet Sept 19	ROBINSON, GEORGE, Hornsey Sept 25 at 11 Bankruptcy bldgs, Carey st
KNIGHTS, JAMES, Worthing, Publican Lewes Ord Sept 11 Pet Sept 11	STANLEY, WALTER, Sheffield, Builder Sept 22 at 2.30 Off Rec, Fivegates, Sheffield
LEIGH, PETER, and SARAH HUTCHINSON, Sale Moor, Chester, Grocers Manchester Pet Sept 1 Ord Sept 12	STARKEY, SAMUEL, Latchford, Cheshire Warrington Pet Aug 23 Ord Sept 12
MCKENNA, ARCHIBALD EDWARD, Baywater High Court Pet Aug 17 Ord Sept 13	SWIFT, THOMAS EDWARD, Halifax, Grocer Halifax Pet Sept 11 Ord Sept 11
MARINDIN, ALBERT, Bishopsgate Within, Traveller High Court Pet Aug 17 Ord Sept 13	TAYLOR, HENRY ALFRED, South st, Finsbury sq, Solicitor High Court Pet July 20 Ord Sept 12
MATTHEWS, JAMES HENRY, Exeter, Innkeeper Exeter Pet Sept 1 Ord Sept 12	TURNER, EDGAR, Cudworth, Yorks, Cycle Agent Barnsley Pet Sept 11 Ord Sept 11
MOBLEY, JOHN, jun, New Oscott, Warwick, Cycle Saddle Maker Birmingham Pet Sept 11 Ord Sept 11	WARE, ELIZABETH ANN, Canterbury Canterbury Pet Sept 18 Ord Sept 13
PURCELL, MARMADUKE FRANCIS, Barton st, Westminster, Barrister High Court Pet June 6 Ord Aug 23	WELSH, JOHN HENRY, Mansfield, Notts, Miner Nottingham Pet Sept 12 Ord Sept 12
SEIGHT, FRANK, Gt Grimsby, Labourer Gt Grimsby Pet Sept 8 Ord Sept 8	RECEIVING ORDERS.
SWEET, THOMAS EDWARD, Halifax, Grocer Halifax Pet Sept 11 Ord Sept 11	ADJUDICATION ANNULLED.
COPAS, HENRY, Newbury, Berks, Carpenter Newbury Pet Sept 11 Ord Sept 11	CARTER, ELIZABETH FRANCES, Middlesborough, of no occupation Middlesborough Adjud Jan 10, 1894 Annul Sept 8, 1899
HUNT, JAMES, Livesey, nr Blackburn, Overlooker Blackburn Pet Sept 11 Ord Sept 11	London Gazette.—TUESDAY, Sept. 19.
KITCHEN, JESSE HAROLD, Shipley, Yorks, Auctioneer Bradford Ord Sept 12 Pet Sept 19	RECEIVING ORDERS.
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TITMUS, HENRY, Burton on Trent, Accountant Burton on Trent Pet Sept 12 Ord Sept 12	SMITH, FRANK, Gt Grimsby, Labourer Sept 26 at 11 Off Rec, 15, Osborne st, Gt Grimsby	MATHEWS, JAMES HENRY, Exeter, Innkeeper Exeter Pet Sept 15 Ord Sept 14
TROT, ROBERT, Russell st, Covent Garden, Licensed Victualler High Court Pet Sept 5 Ord Sept 15	SMITH, SAMUEL, Birmingham, Baker Sept 29 at 11 174, Corporation st, Birmingham	MERRY, ABRAHAM JAMES, Nuneaton, Innkeeper Coventry Pet Sept 12 Ord Sept 12
WHITEHEAD, THOMAS, Boyton, nr Oldham, Watchmaker Oldham Pet Sept 14 Ord Sept 14	SUTTON, WILLIAM, Burton, Grocer Sept 27 at 8.30 Off Rec, Newcastle under Lyme	MIDDLEGEY, WILLIAM, Windhill, Yorks, Butcher Bradford Pet Sept 15 Ord Sept 15
WOOD, CHARLES, WILLIAM HENRY, and GEORGE HENRY THOMPSON, Erdington, Warwick, Builders Birmingham Pet Sept 14 Ord Sept 14	SWIFT, THOMAS EDWARD, Halifax, Grocer Oct 2 at 8 Off Rec, Townhall chmrs, Halifax	MIDDLEWEEK, ERNEST ALBERT, Crediton, Devon, Baker Exeter Pet Sept 14 Ord Sept 14
WROE, WILLIAM HENRY, Lees, Oldham, Butcher Oldham Pet Sept 14 Ord Sept 14	WEATER, THOMAS CHEW MAGNA, Somerset, Saddler Sept 21 at 12 Off Rec, Baldwin st, Bristol	NEWTON, JOHN, Leeds, Leeds Pet Sept 15 Ord Sept 15
FIRST MEETINGS.	WHITE, FREDERICK MATTHEW, Derby Sept 27 at 3 Off Rec, 40, St Mary's gate, Derby	PERRY, WILLIAM HENRY, Hove, Sussex, Cab driver Brighton Pet Sept 16 Ord Sept 16
AVIS, ERNEST HAROLD, East Kirkby, Notts, Chemist Sept 28 at 12 Off Rec, 4, Castle pl, Park st, Nottingham	WOOD, W., Curator st, Chancery In, Solicitor's Clerk Sept 27 at 12 Bankruptcy bldgs, Cornhill	PRICE, HENRY DEAN, Ashton under Lyne, Broker Ashton under Lyne Pet Sept 13 Ord Sept 13
BENTHAM, WILLIAM, Middlesborough, Professor of Music Sept 28 at 10.30 Off Rec, 35, Victoria st, Liverpool	YOUNG, THOMAS, South Woodford, Essex, Builder Sept 28 at 11 Bankruptcy bldgs, Carey st	RAYNER, WILLIAM, Liverpool, Draper Liverpool Pet Aug 28 Ord Sept 14
BERRYMAN, JOHN HENRY, Fenzance, Cornwall, Blacksmith Sept 28 at 12 Off Rec, 2, Cawdor pl, Park st, Nottingham	ADJUDICATIONS.	RUSHTON, WILLIAM JAMES, Hanley, Stafford, Grocer Hanley Pet Sept 1 Ord Sept 16
BRONKIN, WILLIAM JOHN, Buxton, Grocer Sept 27 at 12.30 Off Rec, Baldwin st, Bristol	ADAM, GEORGE WILLIAM, Warwick, Labourer Warwick Pet Sept 16 Ord Sept 16	SEAGRAVE, HENRY, Woolwich, Photographic Artist Greenwich Pet Sept 14 Ord Sept 14
BROWNLAY, ALFRED, Abridge, Lance, Builder Sept 27 at 4.10, Wood st, Bolton	BELL, BASIL WOOD, BAINBRIDGE, Jernyn st, St James's, High Court Pet May 15 Ord Sept 9	STOREY, ALBERT, Leeds, Builder Leeds Pet Sept 14 Ord Sept 14
CLAY, ALFRED JOHN, Stoke on Trent, China Decorator Sept 28 at 8.30 Off Rec, Newcastle under Lyme	BOURKE, ALEXONEN HENRY, St James's st, Club Proprietor High Court Pet July 31 Ord Sept 16	THOMPSON, ROBERT MILLIGAN, Gateshead, Builder Newcastle on Tyne Pet Aug 25 Ord Sept 9
COPAS, HENRY, Greenham, Newbury, Berks, Carpenter Sept 28 at 8 Off Rec, 1, St Aldate's st, Oxford	BRASSINGTON, JOSEPH HENRY, Stoke upon Trent, Earthenware Manufacturer Stoke upon Trent Pet Sept 9 Ord Sept 14	TITMUS, HENRY, Burton on Trent, Accountant Burton on Trent Pet Sept 13 Ord Sept 13
DAVIES, WILLIAM JAMES, Frome, Somerset, Innkeeper Sept 27 at 3 Off Rec, Baldwin st, Bristol	CADE, CATHERINE MARY, Carmarthen, Licensed Victualler Carmarthen Pet Aug 17 Ord Sept 14	TAYLOR, THOMAS BRENT, Plymouth Plymouth Pet Sept 15 Ord Sept 15
DUGUID, JOHN MORTIMER, Halifax, General Dealer Oct 2 at 8.30 Off Rec, Townhall chmrs, Halifax	FERGUSON, HOME JOHNSTONE, Piccadilly High Court Pet Jan 2 Ord Sept 15	THORNEYCROFT, HENRY, Peckham, Stonemason High Court Pet Aug 14 Ord Sept 14
DURESE, SUTTON, CO., Bristol, Auctioneers Sept 27 at 12.45 Off Rec, Baldwin st, Bristol	GADSBY, HENRY JAMES, Aston juxta Birmingham, Accountant Birmingham Pet Sept 15 Ord Sept 15	WHITEHEAD, THOMAS, Boyton, nr Oldham, Watchmaker Oldham Pet Sept 14 Ord Sept 14
FLAWITH, GEORGE, Durham, Cycle Dealer Sept 28 at 2.15 Three Tuns Hotel, Durham	GREEN, THOMAS HENRY, Kingston upon Hull, Painter Kingston upon Hull Pet Sept 14 Ord Sept 14	WROE, WILLIAM HENRY, Lees, nr Oldham, Butcher Oldham Pet Sept 14 Ord Sept 14
GREYSTY, JOHN, Stockport, Cheshire, Sewing Machine Agent Sept 28 at 2.30 Off Rec, County chmrs, Market pl, Stockport	HEDDERLEY, WALTER, Gilling, Notts, Schoolmaster Nottingham Pet Sept 15 Ord Sept 15	
GUILLIAUME, HENRI, Alvechurch, Worcestershire, Cycle Manufacturer Sept 28 at 11.15 Corporation st, Birmingham	HIBBERT, WILLIAM COTTILL, Manchester, Joiner Manchester Pet Sept 14 Ord Sept 14	
HAYNES, ERNEST TINSLEY, RICHARD HARRY WALKER, and BENJAMIN BOFFEY, Birmingham, The Six Sisters Sept 27 at 11 174, Corporation st, Birmingham	JOBBS, CHARLES, Winchester, Hants, Builder Portsmouth Pet Aug 25 Ord Sept 13	
KITCHEN, JESSE HAROLD, Shipley, Yorks, Auctioneer Sept 29 at 11 Off Rec, 31, Manor row, Bradford	LANGSTON, JOHN ALFRED, Took's ct, Chancery In, Architect High Court Pet Dec 19 Ord Sept 11	
LANE, JOHN REYNOLDS, Northleach, Glos Sept 28 at 3 County Court bldgs, Cheltenham	MARINDIN, ALBERT EMMILE VINCENT, Bishopsgate st, Within, Traveller High Court Pet Aug 17 Ord Sept 16	
McKINNIE, ARCHIBALD EDWARD, Bayswater Sept 27 at 11 Bankruptcy bldgs, Carey st	MARINDIN, ALBERT, Bishopsgate st, Within, Traveller High Court Pet Aug 17 Ord Sept 16	
MARINDIN, ALBERT, Bishopsgate st, Within, Traveller Sept 28 at 12 Bankruptcy bldgs, Carey st	MARGUT, EUGENE, Gosfield st, Portland rd, Weller High Court Pet Sept 14 Ord Sept 14	
MARXGUT, EUGENE, Piccadilly, Weller Sept 28 at 11 Bankruptcy bldgs, Carey st		
MEREDITH, THOMAS, Bridgnorth, Salop, Farmer Sept 26 at 2.30 Off Rec, 42, St John's hill, Shrewsbury		
MIDDLEWEEK, ERNEST ALBERT, Crediton, Devon, Baker Sept 28 at 10.30 Off Rec, 13, Bedford circus, Exeter		

INCORPORATED LAW SOCIETY. CLASSES AND TUITION FOR ARTICLED CLERKS.

TUTORS.

J. CARTER HARRISON, 30, Bedford-row, W.C.—Equity, Conveyancing, Common Law, and Bankruptcy.
LEONARD H. WEST, LL.D., Birkbeck Bank-chambers, Chancery-lane, W.C.—Criminal and Magisterial Law; Probate, Divorce, and Admiralty; and Ecclesiastical Law. Stephen's Commentaries.

CLASSES for Final Students are held at the Hall of the Society on four afternoons each week during the following periods: August to January; January to June.

These periods afford five months' class preparation, and students are advised to subscribe for a full course otherwise the work must necessarily be hurried.

Students may join the classes either before or after the Intermediate Examination without subscribing to the course of Postal instruction, but it is recommended that they should avail themselves of both modes of instruction.

Subscribers to either Class or Postal instruction have the opportunity of consulting the Tutors upon the work of the course in personal interview or by letter at any time.

To those Clerks who are articled at a distance from large towns systematic instruction with advice and help is given, and a course of preparation through the post has been devised, and is found to be useful where personal tuition is impracticable.

Class instruction is also provided on the selected portions of Stephen's Commentaries and the subjects above named, and it is recommended that the classes should be joined after the expiration of a course of Postal instruction. Students can join the classes at any time, the fees being proportionate to the length of attendance, except that no fee shall be less than that for a three months' course.

Rooms are provided where subscribers may study, and books are supplied without extra charge.

Periodical test examinations are held by the Tutors.

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